

Community RelationsCommunity Use of School Facilities, Equipment, and Supplies

School facilities are primarily intended for the District's educational and extracurricular activity programs. School facilities are, however, made available for use by outside groups to further the interests of the District and the community. Use by non-school groups is allowed pursuant to an application process and is subject to the terms and conditions set forth in this policy. The Plattsmouth Community School District reserves the right to make available only those facilities as deemed appropriate by the Board of Education.

Likewise, equipment and supplies are intended for the District's educational and extracurricular activity programs. District equipment and supplies will not be available for off-campus use by outside groups, or any individuals, unless otherwise approved by the Board of Education. For example, district tables, chairs, etc. will not be available for personal use at graduation receptions, wedding receptions, or other similar events.

1. Application for Use.

Outside groups that wish to use school facilities must submit a completed Application for Use form signed by a representative of the outside group who has authority to commit the outside group to the terms and conditions of the Application. The outside group, as Applicant, shall specify the nature of the intended use, the dates and times of the requested use, and the facilities for which use is requested.

It shall be noted that the synthetic turf football/soccer/marching band field and baseball/softball field may be available on a limited basis to outside organizations. The Board of Education, in consultation with the Superintendent, will determine the extent to which synthetic turf fields are made available to applicants from outside organizations. The request to use turf fields will be placed on the Board agenda at the next regularly scheduled Board meeting if the request is submitted to the superintendent at least five (5) days prior to the Board of Education meeting. Regular Board meetings are typically scheduled for the second Monday of each month.

The form shall be developed by the administration. The form shall include the statement that:

This application is subject to the terms of the Board's "Community Use of School Facilities" policy. The terms and conditions of that policy are incorporated into this application by this reference. Applicant accepts all such terms and conditions.

2. Acceptance of Application for Use.

Acceptance or rejection of applications shall be the responsibility of the Superintendent or the Superintendent's designee.

Applications shall not be rejected for any unlawful reason, including unlawful discrimination on the basis of race, national origin, gender, religion, disability, age, marital status, or veteran status, and including the applicant's legally protected exercise of constitutional or statutory rights.

The District's facilities are designated as nonpublic forums. Accordingly, applications shall not be accepted for:

- a. Uses that may conflict with or that disrupt the District's educational or extracurricular activity programs.
- b. Uses inconsistent with the mission of the District.
- c. Uses that present an unacceptable risk that the conditions of use set forth in this policy will not be adhered to; either due to the nature of the requested use or the character of the group or individuals within the group.
- d. Uses that present an unacceptable risk of damage or unacceptable wear and tear to facilities or equipment.
- e. Uses for outside commercial activities except with approval of the Board; and except for camps and other activities for high school students subject to and consistent with Bylaws of the Nebraska School Activities Association.
- f. Uses that involves gambling or games of chance.
- g. Uses that involves a group or activity which advocates or condones the violent overthrow of the Constitution or of the government.
- h. Uses that involve the meetings of secret clubs not open to members of the public
- i. Non-community type uses such as wedding receptions, slumber parties, personal use and similar activities.

Applications for use of facilities may be denied based on unsuitability of the date or time of the requested use. Facilities will generally not be available for community use at times when school staff are not available to monitor the Applicant's use, such as on legal holidays; before 7:00 a.m.; after 10:00 p.m. and Sunday mornings prior to Noon. In order for all facilities to be used during times that a District employee is not scheduled to work in the identified facilities, an employee of the District must be present to supervise the activity or the organization applying for use must pay for the wages of a District employee to supervise the event.

Furthermore, if indoor facilities use includes a competition where outside teams are invited to participate and/or an event for which the Applicant will charge an admission fee for participants or spectators, the applying organization must pay for the cost of a custodian to work during all hours of the competition that take place on Saturday, Sunday, and any other days when school is not in session and/or a custodian is not typically scheduled to work. A custodian would need to be on-site at all facilities being used. The elementary/middle school is considered one site, and the high school is considered an additional site. Thus, if both sites (elementary/middle school and high school) are used, two custodians are required).

For days when school is not in session and an admission fee is not being charged for participants or spectators, organizations using the indoor facility will need to complete all items on the Custodial Checklist and ensure that, as needed, trash is emptied, floors are swept, etc. Organizations that plan to use the facility, when school is not in session, will be required to submit a \$100 custodial security deposit. If items on the Custodial Checklist are not completed, the organization risks forfeiture of the security deposit.

For use of the auditorium light and sound equipment, an audio and lighting technician is required. For use of the kitchen, a food service staff member is required, when equipment (i.e. dishwasher, oven, steamers, etc.) other than the serving line is used.

Leases of school facilities, including use of facilities by another school district, shall require approval of the Board. As such, Applications that request long-term use of facilities in the nature of a lease will be denied.

Applications may be denied based on the determination of the Superintendent or the Superintendent's designee that the Applicant does not have the financial ability or financial responsibility to pay fees or expenses or to reimburse the District for any damages that may be sustained to facilities or equipment or any liability that may be created by the use.

When an Application conflicts with another Application, the Applications will be accepted according to the following priority order:

- a. Events or activities for sports that are currently in-season (according to the Nebraska School Activities Association).
- b. Events or activities for sports related to the building/facility being used, unless approved by the Activities Director. For example, if an organization involving middle school students wants to reserve the elementary gym and another organization involving elementary school students wants to reserve the elementary gym at the same time, the organization involving elementary school students would be given priority to use the elementary gym.
- c. Events or activities that are designed to service students of the District or which are related to any function of the District, including approved school-community associations and school-affiliated non-profit groups.
- d. Tax-supported agencies such as educational entities or units of city, county or state government.
- e. Nonprofit community agencies such as private educational agencies.
- f. Groups where the majority of the members reside within the District.

For use conflicts within each group, priority will be given to the first to submit their Application; provided that the Superintendent or the Superintendent's designee may approve an Application that is not first-filed if the other Applicant's use could be feasibly changed to a non-conflicting time or area.

Applications that are accepted may not be assigned or transferred to another outside group.

Applications that are accepted are subject to cancellation by the Superintendent or the Superintendent's designee. Cancellation will occur in the event the administration reasonably determines:

- a. Any of the reasons for non-acceptance of an application exist.
- b. The Applicant fails to meet any term or condition required prior to the use. This includes but is not limited to failure of the Applicant to pay required fees or deposits or failure to show evidence that any required insurance is in place.
- c. Circumstances make the use unsuitable. This includes but is not limited to:
 - i. The condition of the facilities being unsafe. For example, the presence of snow, ice, fallen limbs or other potential hazards that the school would not otherwise clear prior to the activity or event. The Applicant may request that the District clear the hazards such that it may proceed with its activity or event. If the District agrees to do so, the Applicant shall be responsible for all costs incurred by the District in clearing the hazard.
 - ii. School staff being unavailable to monitor the use or to provide set-up or clean-up services where the District has accepted responsibility for such.
 - iii. The need to use the facilities for a school activity or purpose.

Generally, if school is closed on the date of the Applicant's intended use due to inclement weather or hazardous conditions, the Applicant's use will be cancelled.

The Applicant shall remain responsible for fees or expenses, and any deposit that has been received by the District shall be forfeited and be kept by the District, if cancellation occurs because of the fault of the Applicant. Otherwise, the District will return any deposit that has been received by the District. The District will in no event be responsible for any damages, expenses, or losses incurred by the Applicant or any person arising from the cancellation.

An Applicant may withdraw its Application at any time prior to acceptance. The Applicant, subject to approval of the Superintendent or the Superintendent's designee, may withdraw an accepted application. Approval is subject to the conditions that the Applicant has given reasonable advance notice (ordinarily, at least 48 hours) and that the Applicant reimburses the District for any expense the District has incurred.

3. Conditions of Use.

The conditions for use are as follows:

- a. Compliance. Applicant agrees to:
 - i. Comply with all local, state and federal laws, including health and fire codes.

- ii. Comply with Board policies concerning non-discrimination and the use of school facilities.
 - iii. Comply with reasonable administrative rules related to use of facilities and the requests of school officials related to the Applicant's use of the facility.
- b. Disclaim School Sponsorship. The District does not sponsor or endorse the Applicant or the activity or event conducted by the Applicant. To ensure that the public understands this fact, the Applicant agrees to not make any statements suggesting such sponsorship and to publish statements of non-school sponsorship in such form and manner as the administration may request.
- c. Supervision. Applicant agrees to provide appropriate supervision of the activity or event in all respects, including supervision reasonably necessary to ensure that no person participating in or attending the activity or event:
 - i. Is presented with conditions that pose an unreasonable risk of personal injury or damage to personal property.
 - ii. Enters any area of the school facilities that the Applicant has not been given permission to use, or accesses any school records.
 - iii. Engages in the use of tobacco, alcohol, or illegal drugs, or is under the influence of alcohol or illegal drugs.
 - iv. Possesses a firearm or a weapon.
 - v. Engages in disorderly, lewd, or lascivious conduct.
 - vi. Engages in any criminal behavior.

Applicant shall remove any person from the activity or event who engages in any of the above listed conduct. Applicant agrees to report to the school administration by the close of the next business day the identity of any person who engaged in any of the above listed conduct and the details of the conduct. If the offending person is a student, the report shall be made immediately.

In the event the school administration determines that the nature of the activity or event warrants the presence of security services, Applicant agrees to provide such security services.

Applicant agrees to ensure that all persons attending its activity or event are off school grounds at the end of its time of permitted use, except for students or school staff who are authorized to remain for a school-related purpose.

- d. Condition of Premises. Applicant agrees to:
 - i. Conduct a reasonable inspection of the premises prior to the activity or event to ensure that the premises are safe for the intended use. In the event of any unsafe condition, Applicant shall notify an administrator. In the event the unsafe condition is not corrected prior to the activity or event, the

- Applicant shall postpone or cancel the activity or event. ii. Not use or allow any school equipment to be used without express approval of school administration.
- iii. Not bring or allow others to bring food or beverages on to school grounds without express approval of school administration.
 - iv. Not bring or allow others to bring or use any flammable items (including candles or incense) or any volatile chemical or any explosive.
 - v. Not use any electrical equipment that has been brought onto the premises without express approval of school administration.
 - vi. Not allow the wearing of street shoes or shoes with black soles on gym floors or other protected surfaces.
 - vii. Not park or allow others to park in fire lanes or reserved spaces or in any manner inconsistent with the school's parking rules.
 - viii. Not cause or allow others to cause damage to school facilities or equipment.
 - 1. In the event damages are sustained, Applicant accepts responsibility for reimbursing the District for the cost of repair or replacement.
 - 2. Applicant agrees that the school administration's determination that damage was sustained in connection with the Applicant's use, and of the cost of repair or replacement, is controlling.
 - 3. Applicant shall immediately report to the school administration any damage to school facilities or equipment that occurs during the Applicant's use of school facilities that may present a risk of injury to students or any subsequent users. Any other damage shall be reported by the close of the next business day.
 - ix. Return the facilities in as good a condition as it was prior to use. This includes, without limitation, cleaning, removal of trash, and returning tables and chairs and other school property to their proper location. The clean up shall be promptly completed. In the event the District provides the cleanup service, Applicant agrees to reimburse the District for the cost of such clean up.
 - x. Remove any property brought in by the Applicant and by any person attending the activity or event. The District is not responsible for any personal property that is left on the premises.
- e. Financial Responsibility. Applicant agrees to:
- i. Procure, at it's own expense, a \$5,000,000 Comprehensive General Liability insurance policy naming the District as an additional insured or provide evidence of comparable insurance for each individual participant. This policy shall be written with a minimum of \$1,000,000 Combined Single Limit per occurrence. A Certificate of Insurance evidencing coverage must be submitted prior to the Applicant's use.
 - ii. Indemnify and hold the District, the Board, school employees and agents of the District harmless from any and all claims, demands, causes of action,

or lawsuits for any death or personal injury or damage to property sustained during, caused by or arising out of the Applicant's use of school facilities, including waiver of subrogation in favor of the District.

*The insurance requirement is subject to waiver from \$5,000,000 Comprehensive General Liability to a minimum of \$1,000,000 Comprehensive General Liability by the PCS Board of Education in circumstances where the intended use presents very little potential for injury or damage and the requestor intends to use the facilities on a limited basis. In order to obtain a waiver, the requestor must complete form 1100C and submit it to the superintendent. The superintendent will work with Board of Education officers to place the waiver request on the Board agenda at the next regularly scheduled Board meeting if the request is submitted at least five (5) days prior to the Board of Education meeting. Regular Board meetings are typically scheduled for the second Monday of each month.

4. Fees for Use.

The Superintendent or Superintendent's designee shall establish a daily use fee schedule that establishes rates for specific parts of the school facilities (that is, kitchen, auditorium, gymnasium, athletic field, classrooms, meeting rooms). The rates shall be reviewed on a periodic basis; with the review to occur annually.

The fee rates shall be in an amount sufficient to cover estimated staff time and direct costs associated with:

- a. Processing. Cost of processing the Application, postage, invoicing and coordination of the use.
- b. Access. Cost of providing access; such as unlocking doors before use and locking after use, turning lights on and off, and disarming/re-arming security systems.
- c. Custodial. Cost of providing custodial or maintenance services to prepare the facility for the use, monitoring of the facility during a tournament, and clean-up after the use.
- d. Kitchen. Cost of providing access to the kitchen facilities; as ordinarily any permitted use of the kitchen will require the presence of a member of the school's food service staff.
- e. Special Equipment. Cost of making special equipment available such as sound and lighting set-up; as ordinarily any permitted use of special equipment will require the presence of a member of the school's staff who is familiar with proper use of the equipment.
- f. Supervision/Monitoring. Cost of administrative or other professional staff to monitor the Applicant's use to ensure compliance with the terms and conditions of the permitted use.
- g. Security. Cost of providing security services when deemed necessary for the activity or event.

- h. All organizations that are requesting to use PCS facilities for the purpose of working with children agree to have all coaches/sponsors complete the District Volunteer Application Process, with the cost to be paid by the organization.

The fee schedule shall be applied evenly to all Applicants, except out-of-District Applicants, with the following exceptions:

Option 1. Hourly Use Fees for Practice/Rehearsal may be waived, when the organization agrees to comply with the *District Conditions for Facilities Use Fee Waiver* (see form 1100B), as described below.

District Conditions for Facilities Use Fee Waiver

1. The organization agrees to implement the skill development and training program recommended by the District, in concert with the Head Coach/Sponsor of the same sport/activity.
2. The organization agrees to have all coaches/sponsors complete the District Volunteer Application Process, with the cost to be paid by the organization.
3. The organization agrees to ensure equitable participation of all registered youth, with the exception of an all-star/select team that is compiled from rosters of all registered youth.
4. The organization agrees to provide the District with written documentation of official non-profit status [501(c)(3) or equivalent], or evidence that the organization is in the process of obtaining such status, prior to use of facilities. Information about obtaining 501(c)(3) status is available from the Internal Revenue Service
<http://www.irs.gov/charities/article/0%2C%2Cid=96109%2C00.html>.

Option 2. Hourly Use Fees for Practice/Rehearsal may be waived; when the organization receives approval from the Board of Education as a civic organization that is designed to support the District's mission of working in partnership to ensure civic engagement and the activity or event is designed to serve students of the District. Board approval must be obtained prior to facility use.

Option 3. If the youth organization believes it is not able to continue as a viable entity, even with the opportunities provided in Options 1 or 2, the District will consider taking on oversight of the youth organization.

5. Use Consistent with NSAA Bylaws.

Use of school facilities for activities that are subject to the Bylaws of the Nebraska School Activities Association (NSAA) shall be permitted subject to and in accordance with the NSAA

Bylaws. Such use shall be consistent with this policy for non-school groups. Examples of acceptable use of school facilities for activities are:

- a. Summer Leagues. There must be evidence that the organization or individual conducting the league has rented or leased the facility (for example, via an Application for Use) to prove the school is not involved in its sponsorship or funding.
- b. Commercial Sport Camps/Clinics. School facilities for use by individuals, including the District's own coaches or other organizations for commercial camps/clinics or schools. Camps conducted by high school coaches shall be publicized as open to all area individuals wishing to attend and not limited to students from the coach's high school.
- c. All-Star competition that involves graduated seniors.
- d. Competitive meets and contests sponsored by non-school groups.
- e. Facilities approved under the above stipulations include: gymnasiums, tracks, swimming pools, tennis courts, athletic playing fields, and baseball and softball diamonds.

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